



**Minneapolis**  
*City of Lakes*

**Intergovernmental Relations**

**Office of Grants & Special  
Projects**

350 South 5th Street - Room 301M  
Minneapolis MN 55415

**May 8, 2008**

**MEMORANDUM**

**To: PROSPECTIVE APPLICANTS FOR THE 2008 HOPWA GRANT**

**Re: Request for Proposals (RFP) for 2008 Housing Opportunities for Persons with HIV/AIDS (HOPWA) program**

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Dear Applicant:

The City of Minneapolis is soliciting Requests for Proposals for the 2008 Housing Opportunities for Persons with HIV/AIDS (HOPWA) funding, from the U.S. Department of Housing and Urban Development (HUD), for providing services or housing to persons with acquired immunodeficiency syndrome or related diseases. Eligible applicants include any non-profit organization or governmental housing agency that can receive funds under a contract with the City of Minneapolis, in compliance with Federal regulations and have capacity to carry out eligible activities serving the Eligible Metropolitan Statistical area (EMSA). The EMSA includes 11 Minnesota Counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, Wright; and 2 Wisconsin counties: St. Croix, and Pierce. Following priorities of the Minnesota HIV Housing Coalition, which acts as an advisory group to make recommendations for HOPWA funding, renewals for ongoing (existing) programs receive funding priority.

Approximately \$847,000 of HOPWA program funding will be available for the period June 1, 2008 through May 31, 2009, to address the priorities identified and recommended by the Minnesota HIV Housing Coalition to provide housing and services options for persons living with HIV/AIDS.

Application Submission and General Information

An original and six (6) copies of the completed application are due **no later than 4:00 p.m. on July 7, 2008** to:

**HOPWA RFP**  
**City of Minneapolis Procurement Division**  
**552 Towle Building**  
**330 Second Avenue South**  
**Minneapolis, MN 55401-2211**

Proposals received after the deadline may not be considered.

Applicants considered for funding may be required to submit documents demonstrating administrative and financial capacity to manage a HOPWA program. Those agencies awarded HOPWA funds will be required to comply with all Federal regulations associated with the funding, including 24 CFR part 574. Compliance requirements include, but are not limited to City of Minneapolis Civil Rights ordinance 13950, and Development ordinance 423 Small and Underutilized Business enterprise.

**The following is a listing of key proposal and project milestones:**

RFP Release	May 8, 2008
Proposals due	4:00 p.m. on July 7, 2008
Estimated selection	July 25, 2008
Estimated contract approval	August 8, 2008
Estimated contract execution	September 26, 2008
Estimated services start	June 1, 2008
Estimated services end	May 31, 2011

**Department Contact / Requests for Clarification**

**Prospective responders may direct questions in writing only to:**

**Peter O'Toole**  
**City of Minneapolis**  
**350 South Fifth Street, Rm. 307M**  
**Minneapolis, MN 55415**  
**Email: [Peter.OToole@ci.Minneapolis.mn.us](mailto:Peter.OToole@ci.Minneapolis.mn.us)**  
**Fax: 612-673-3724**

**All questions with regard to this RFP are due to the department contact no later than June 27, 2008. Questions will be answered in writing by July 2, 2008 and all questions and answers will be posted on the City of Minneapolis web site at: [www.ci.minneapolis.mn.us/procurement](http://www.ci.minneapolis.mn.us/procurement) under the link to professional services, and provided to applicants who have requested a copy of the answers. The department contact person is the only individual who can be contacted about the project by proposers before proposals are submitted. The department contact cannot vary the terms of the RFP.**

## **1. Evaluation Criteria**

The following are the key criteria that will be used to evaluate the proposals:

- A. Quality, thoroughness and clarity of proposal.
- B. Qualifications and experience of staff. Reviewal of references.
- C. How well the scope of services offered meets department objectives.
- D. Financial responsibility and capacity of company.
- E. Organization and management approach and involvement for a successful project.
- F. Small & Underutilized Business participation.
- G. Insurance coverage as appropriate for the services.

## **2. Addendums**

If any addendums are needed for this Request for Proposal, they will be posted on the City of Minneapolis web site at: [www.ci.minneapolis.mn.us/procurement](http://www.ci.minneapolis.mn.us/procurement) under the link to professional services.

If you need application materials in an alternative format, please notify the department by fax (612) 673-5259 or email at [Peter.OToole@ci.minneapolis.mn.us](mailto:Peter.OToole@ci.minneapolis.mn.us), or TTY (612) 673-2157 (General City Information). Please allow a reasonable amount of time for special needs accommodation.

## **Application Index**

### **I. General Program Funding Information**

### **II. Applicant Cover-Page**

### **III. Application and Narratives Required for All Proposals (evaluation criteria)**

### **IV. General Terms and Conditions**

**Contract requirements may include, but are not limited to the following items:**

- a. Certificate of Compliance with Affirmative Action Plan
- b. Supportive Services Sources & Uses Budget
- c. Certificate of Consistency with Continuum of Care plan
- d. Memorandum of Understanding
- e. Comprehensive Annual Financial Report & Findings (no significant findings)
- f. Copy of most recent Monthly Performance Reporting Period

## **I. General Program Funding Information**

### **City of Minneapolis**

### **2008 Housing Opportunities for Persons with HIV/AIDS Program**

<b>Program Description:</b>	HOPWA is a federally funded program that was established by HUD to address specific housing and service needs of persons living with HIV/AIDS. HOPWA makes grants to local communities for projects that benefit low-income persons medically diagnosed with HIV/AIDS and their families. For more HOPWA information, refer to the website <a href="http://www.hud.gov/offices/cpd/aidshousing/programs/">http://www.hud.gov/offices/cpd/aidshousing/programs/</a> .
<b>Location:</b>	Minneapolis is the HOPWA grantee for the Eligible Metropolitan Statistical Area (EMSA) as the most populous city in EMSA, and is required to coordinate with other units of local government located within the EMSA to address needs within the area. Program funding is limited to the thirteen county EMSA, which includes 11 Minnesota Counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, Wright, and 2 Wisconsin counties: St. Croix, and Pierce (see map below)
<b>Consolidated Plan:</b>	HUD awards HOPWA formula grants to the City of Minneapolis upon submission and approval of its Consolidated Plan which describes the assistance to be provided. Federal formula allocations are based on the EMSA's population and proportionate number of cases of persons with AIDS. Following priorities set by the Minnesota HIV Housing Coalition, which acts as an advisory group to make recommendations for HOPWA funding, renewals for ongoing programs receive funding priority.
<b>Project sponsors:</b>	Any non-profit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities.
<b>Amount of Program Funds Available:</b>	2008: \$847,000; 2007: \$808,000; 2006 - \$804,000; 2005 - \$773,000. Each of the past 3 years the City has split the funding amount between two intake and voucher programs based on mutual program needs and requirements.
<b>Evaluation Criteria:</b>	Funding awards will be provided to applications that result from this RFP, based on the evaluation and ranking of a

review committee, according to the HOPWA funding priorities identified in the most recent HUD-approved Consolidated Plan.

**Other HOPWA Funds:**

State-wide HOPWA funds are available through the Minnesota Housing Finance Agency (MHFA): approximately \$100,000 is awarded each year for programs that serve the Minnesota areas outside the EMSA.

**Government Regulations:**

HOPWA program sponsors must comply with regulation 24 CFR part 574 (Code of Federal Regulations), and the City of Minneapolis contracting requirements, including City of Minneapolis Civil Rights ordinance 13950, and Small and Underutilized Business Enterprise ordinance 423.

**Eligible Uses:**

Program services and housing for eligible persons and families

**Eligible Activities:**

Housing information, resource identification/technical assistance, acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services, new construction (for SRO and Community Residences only), project or tenant-based rental assistance, short-term rent, mortgage, and utility payments (STRUM), supportive services, and administration

**Program Administration:**

City of Minneapolis has designated a third-party administrator, Spectrum, Inc., to manage and monitor the HOPWA grant programs, in order to continually ensure that the grant is distributed throughout the EMSA.

**Eligible Person/Beneficiary:**

A person with acquired immunodeficiency syndrome or related diseases who is a low-income individual, which has the meaning given it in section 853(3) of the AIDS Housing Opportunity Act (42 U.S.C. 12902), and the person's family.

**Funding Priorities:**

The Minnesota HIV Housing Coalition determines HOPWA priorities for the Minneapolis EMSA, and recommends that current tenant-based housing programs be renewed, unless funds appropriated exceed the amount necessary to continue those programs at comparable levels, or if priorities change to address changing needs.

In addition to the Common Selection Standards and Funding Priorities, HOPWA eligible proposals with the following elements will be given preference during application selection. Priority in funding will be given to renewals for ongoing programs:

**Priority Populations:**

Proposals targeting priority populations for HOPWA funding will receive a selection preference, including:

- households with children;
- individuals whose rental histories, pre-existing conditions, and other life circumstances increase the difficulty of accessing subsidized and fair market housing, which includes people with mental illness, chemical dependency, and those with backgrounds that include past evictions and prison records; people from communities of color, including African Americans, Native Americans, and Hispanics;
- adolescents and young adults between 13 and 24 years of age;
- households whose income does not exceed 50% of the area median income as determined by HUD;
- households who are homeless or at risk of homelessness, which includes, but is not limited to, households that pay more than 50% of their monthly income toward rent;
- those who have applied for all public assistance programs for which they are eligible

**Housing Stock  
/Housing Subsidies:**

The extent to which the proposal provides increased housing stock through housing development, and utilization of housing subsidies by:

- providing outreach to and cultivating relationships with landlords
- providing seamless movement from transitional into permanent housing
- creating affordable housing units, where rent is no more than 30% of adjusted income,
- including expansion of specialized housing stock with more units dedicated to special needs populations
- creating mixed use, high tolerance and harm reduction models of housing including SROs, apartments and family housing
- including assisted living programs, including adult foster care, and proposals from adult foster care

providers that address recent changes in the HIV health spectrum

- outreach to non-profit developers as well as other housing players (i.e., government agencies, for-profit developers, etc.) to leverage additional funds for new projects.

### **Intensive Housing Intervention:**

The extent to which the proposal provides intensive housing intervention, including:

- programs emphasizing advocacy
- programs prepared to assist clients through the housing search progress, with staff/case managers training in such areas as skill building and discrimination issues
- proposals for an advocate to assist all HIV service agencies
- short-term rental assistance subsidy programs that include one-to-one interaction between staff and clients to improve client's capacity for greater self-sufficiency.

### **Emergency Housing Assistance:**

The extent to which the proposal provides emergency housing assistance, such as:

- emergency programs modeled on existing emergency funds, or proposals from agencies experienced in the administration of emergency housing funds
- Programs that emphasize "essential" services and limit "non-essential" services, such as past due long distance telephone bills
- Proposals for short-term housing/emergency housing units

**Ineligible Activities, include, but are not limited to the following:**

1. Political activities, lobbying, political advocacy.
2. HOPWA funding may not be used for religious activities. Assistance may be provided by a service provider (project sponsor) that is a primarily religious organization if the primarily religious organization agrees to provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the following principles: (A) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion. (B) It will not discriminate against any person applying for any of the eligible activities under this part on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion. (C) It will provide no religious instruction or counseling, conduct no religious services or worship, engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities under this part.

**Notes:**

- Appropriate supportive services must be provided by qualified service providers
- Rental Assistance: Persons receiving rental assistance or residing in rental housing, must have a household income that does not exceed 80% of the area median income as determined by HUD, must pay 30% of the family monthly gross income after adjustments, except those in short stay supported housing. Rents must be reasonable in relation to comparative rents.
- No fee, except rent, will be charged of any eligible person for any housing or services.
- Computer/Furniture, etc.: Applicants requesting funding for miscellaneous items (i.e. furniture, computers, etc.) will not be funded during the HOPWA funding cycle.
- Applicants for HOPWA capital funding should note that units funded through the HOPWA program must be maintained as a facility for occupancy by persons living with HIV/AIDS for a period of not less than 10 years (and for at least 3 years in the cases involving non-substantial rehabilitation or repair of a building or structure).
- Reporting requirements: All HOPWA-funded program sponsors must complete a Consolidated Annual Performance and Evaluation Report (CAPER) and provide complete annual information on the use of program and other funds. This data is used to obtain essential information on grant activities, units of housing, and beneficiaries (which must include racial and ethnic data).

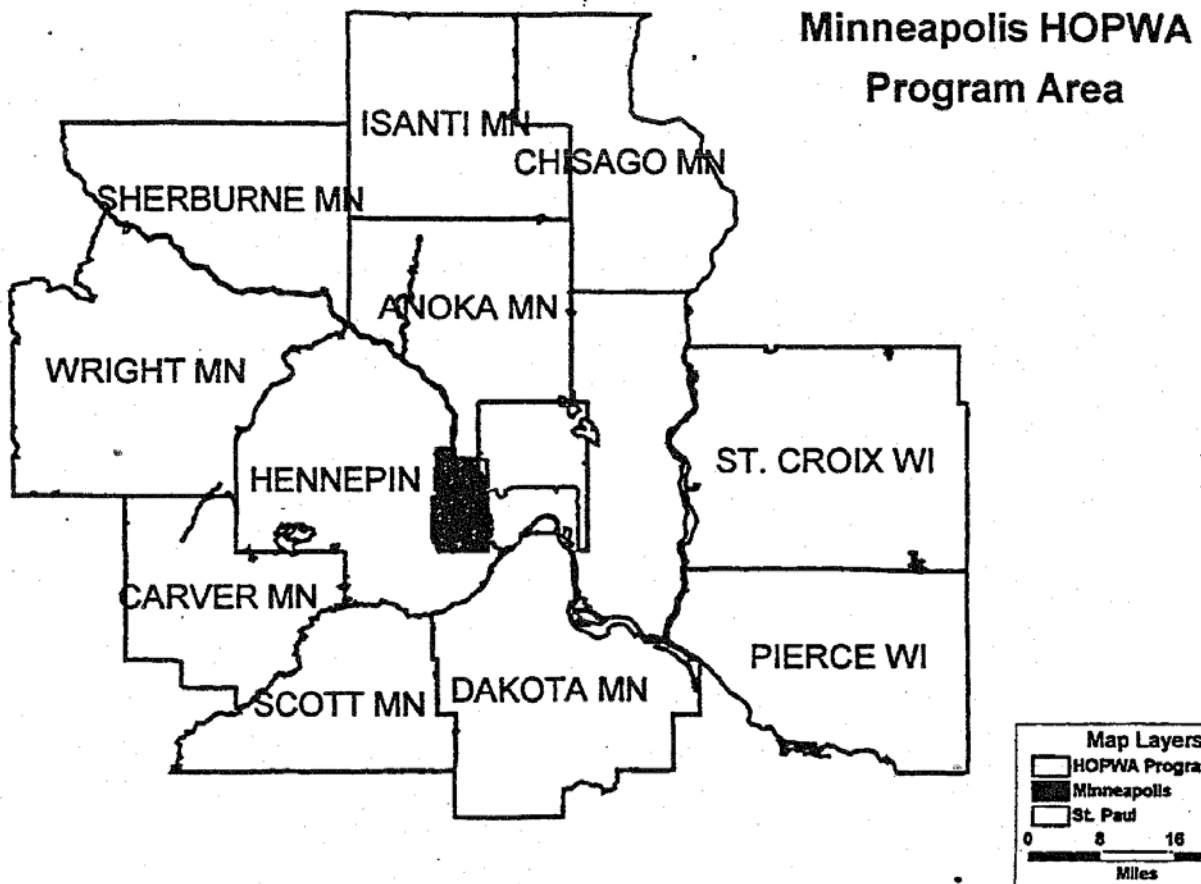
**Other Resources:**

- Minnesota Housing Finance Agency HOPWA Program Guidelines:
- [http://www.mnhousing.gov/idc/groups/public/documents/document/mhfa\\_006171.pdf](http://www.mnhousing.gov/idc/groups/public/documents/document/mhfa_006171.pdf)
- HOPWA Program / HUD Website:  
<http://www.hud.gov/offices/cpd/aidshousing/>



Area HOPWA benefit map of the Minneapolis Eligible Metropolitan Statistical Area (EMSA), attached:

Map 22



**II. Applicant Cover-Page**  
**2008 HOPWA Funding**

*Name of Proposal:*

*Service Provider Location:*

*Address:*

*Contact Person, Title*

*Telephone Number:*

*Email Address:*

**Please provide the following information:**

**a. A brief organizational history and mission statement.**

**b. Your agency's structure (officers and board), the number of persons employed, key personnel's length of time in position.**

**c. Your agency's service area, the populations served, and the annual number of unduplicated clients served.**

**d. Sites and locations where your agency provides services (if different from above).**

**e. How does the service model for the proposed development fit with your agency's mission?**

### **III. Application and Narratives Required for All Proposals**

City of Minneapolis  
2008 HOPWA Funding

1. All applicants must complete the following Minnesota Housing common application: [Minnesota Multifamily Rental Housing Common Application \(http://mnhousing.gov/idc/groups/public/documents/webcontent/mhfa\\_001970.xlt\)](http://mnhousing.gov/idc/groups/public/documents/webcontent/mhfa_001970.xlt)  
NOTE: For non-capital programs only complete Multifamily Common Application through Section III.A.
2. Describe the extent to which the proposed housing concept is consistent with the purpose and mission of the applicant.
3. Describe the need for this proposed type of housing for persons with HIV/AIDS and how the project's goals and objectives meet this need.
4. Targeted Populations: The description provided here must match the Population Targeting the applicant has identified on Page 1 of the Minnesota Multifamily Rental Housing Common Application form, Section C. Housing and Population Type  
[http://mnhousing.gov/idc/groups/public/documents/webcontent/mhfa\\_001970.xlt](http://mnhousing.gov/idc/groups/public/documents/webcontent/mhfa_001970.xlt).
  - Provide a precise description of the targeted population(s) (including "Underserved Populations", "Special Populations", and/or "households experiencing long-term homelessness", that will be served, including anticipated income levels and affordability of the units to the targeted population.
5. Provide a description of the site, site readiness (e.g. zoning codes, official controls, funding availability) and surrounding land uses.  
*Not applicable to tenant based rent subsidies, and scored separately based on capital funding priorities.*
6. Describe how the site and design of the proposed housing is suitable for the housing needs of the proposed tenant population. Explain and justify any particular design features that result in higher construction costs. *Not applicable to tenant based rent subsidies, and scored separately based on capital funding priorities.*
7. If the proposal includes any common, commercial, administrative, program or community space(s) in the development, describe the use of the space and approximate square footage. Include information and details on how these spaces will be leased, managed and funded (both construction funding and cost of operation). *Not applicable to tenant based rent subsidies, and scored separately based on capital funding priorities.*
8. Describe the status of neighborhood and community support including any required approvals, and the status of these approvals.  
*Not applicable to tenant based rent subsidies, and scored separately based on capital funding priorities.*
9. Provide a description of the proposed use of requested funds.

## **SUPPORTIVE HOUSING NARRATIVES**

*The following narratives must be completed for all supportive housing proposals, which may include service enriched, housing for persons with HIV/AIDS, safe havens emergency shelters, transitional housing, permanent rental housing with support services, housing targeting households experiencing long-term homelessness, populations at risk of homelessness, disabled households, youth, frail elderly, and/or other special populations. If there are items that do not apply, note accordingly.*

*Supportive housing provides affordable housing for persons who may have been previously homeless with management and service coordination that can help the household obtain services or tenancy supports necessary to maintain the household's housing stability.*

*Studies of supportive housing nationwide and in Minnesota show a better use of housing and service resources that result in improved outcomes for individuals, youth, and families with children without substantially increasing costs.*

*The purpose of the supportive housing narratives and the related application forms and submittals is to:*

- Describe the tenancy and support service necessary to assist the households to remain in permanent housing;*
- Portray the degree to which the feasibility of the management and operation of the proposed housing are enhanced by the plan for services; and*
- Demonstrate the feasibility of the services plan.*

### **A. Market analysis to support the proposed number of units.**

- Provide the market analysis data to support the proposed housing development and population targeted. Possible sources for this information are the local Continuum of Care, the Department of Human Services, Office of Economic Opportunity's Quarterly Shelter Report, or county human services directors or vacancy rates of similar supportive housing developments.**

### **B. Referral Sources for the Housing:**

- 1. Explain how the development will recruit and select eligible tenants for the housing. For example, if the applicant is**

proposing to serve persons experiencing long-term homelessness, how will eligibility be determined?

2. List the referral sources and their locations to the proposed development that will be used to assist in recruiting tenants. For example: if the applicant is proposing to serve persons experiencing long-term homelessness will they utilize shelters and/or street outreach workers as a primary referral service?
3. Describe how screening and needs assessments will be handled for persons referred to the development. Are there any reasons why a prospective applicant would be turned down for housing? If so, list the reasons.

**C. Services Plan Implementation: Describe how services will assist tenants in maintaining their housing.**

1. Provide a description of outreach and engagement activities.
2. Describe specifically the services that will be offered and who will provide the services respectively, (i.e., Sponsor, Primary Service Provider, collaborating provider, referral).
3. What is the timeline for service implementation?
4. Will case management services be provided? If yes, who will provide case management services and are there any restrictions to receive case management services? (Please refer to the Minnesota HOPWA Resource Guide for the Minnesota Interagency Task Force on Homelessness definition in case management.)
5. How will residents access services?
6. Is participation in services and/or sobriety required for occupancy? Proposals are encouraged which allow voluntary participation in supportive services and which provide services focused on helping residents retain their housing.
7. Will specific programming and services be available for children's needs?
8. Describe follow-up timelines, frequency and availability of services after resident completes program or moves.
9. Describe any additional occupancy requirements.
10. Will residents sign a lease with the owner of the housing?
11. What is the initial lease term?
12. What person and agency is responsible for implementation and coordination of the supportive service plan?
13. Describe what and how participant outcomes will be measured.
14. Describe the number of employee full time equivalent (FTE) staffing positions and responsibilities directly related to the development. Will additional staff be needed to ensure that services will be available at the time the assisted units will be occupied?

- 15. Describe the experience, certifications or qualifications required for the staff providing services to residents of the development.**
- 16. Describe location of services and available hours of services. If services provided on site, include the amount of square footage of the service space. Will the service space be utilized for other uses?**
- 17. Is the proposed housing and services regulated by the State of Minnesota Department of Health or by the State of Minnesota Department of Human Services? If yes, have approvals been obtained?**

**D. Services Budget**

- 1. Please itemize how Supportive Services will be funded:**
  - i. Identify secured sources of funding for supportive services**
  - ii. Detail the status of pending applications for supportive services not yet funded.**
  - iii. Provide any other information necessary to identify current funding status for supportive services.**
- 2. How will supportive service programs be sustained over the long-term?** Note: Application packet should include letter from the county human services division commenting on the eligibility of the target populations for county services. Proposals utilizing GRH funds should also submit the Group Residential Housing Verification.

**E. Memorandum of Understanding (MOU) & Occupancy Requirements**

- 1. The primary service provider, property/management agent and owner/sponsor need to develop a Memorandum of Understanding (MOU) that must be submitted with the application. The development of an MOU will allow the owner, service provider and management agent to reach a mutual understanding of the goals for the housing, roles and responsibilities, and scope of services to be provided.**

## **Part II - General Terms and Conditions**

(Revised 1/2008)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By contracting, the Contractor agrees to be bound by these requirements unless otherwise noted in the Proposal. The Contractor may suggest alternative language to any section. Some negotiation is possible to accommodate the Contractor's suggestions.

### **1 City's Rights**

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from completing the project.

### **2 Interest of Members of City**

The Contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

### **3 Equal Opportunity Statement**

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

### **4 Non-Discrimination**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

### **5 Disability Compliance Requirements**

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in city contracts in addition to other remedies as provided by law.

### **6 Insurance**

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such

insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, 100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

7 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

8 Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

9 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

10 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

11 Independent Contractor



Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

15 Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16 Living Wage Ordinance

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance", (<http://www.ci.minneapolis.mn.us/procurement/Ch38LivingWage.pdf>) Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

17 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

18 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

19 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, available from the City.

20 Billboard Advertising

City Code of Ordinance 109.470, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

21 Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City department Contract manager and ask for an interpretation.

Contractor agrees to comply with the City's Code of Ethics, City Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

22 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

23 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

24 Intellectual Property

Unless the contractor is subject to one or more of the intellectual property provisions in sub-section (a), (b) or (c) below, the City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

- (a) For Artwork: The City shall possess and own the Public Artwork to be provided by the Contractor. The Contractor retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Contractor shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Contractor grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the City.

The Contractor grants to the City and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.

The Public Artwork and designs developed under this contract shall be the exclusive property of the City and will be surrendered to the City upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this Contract.

If the Public Artwork prepared under this Contract is work or service provided by the Contractor using a proprietary system for which the Contractor has proprietary rights, then the City will not own or claim the Public Artwork as the City's exclusive property. The Contractor represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

- (b) For Licensed Software: Contractor retains ownership, intellectual property rights and title to its software. Contractor also retains proprietary rights to documentation, manuals and related documents associated with its software. Contractor also retains ownership, title and interest in all intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in any "work" created, produced or completed as a result of this Agreement. "Work" shall be limited to inventions, improvements, discoveries, computer programs or specifications developed as a result of the City's receipt of the license key or the access code to, and installation of the software.

All rights of the City to use the software are indicated with particularity in the "License and Maintenance Agreement" between the Contractor and the City, attached hereto and made a part of this Contract. Any additional terms or conditions regarding intellectual property rights, ownership rights confidentiality and indemnification shall be in accordance with the License and Maintenance Agreement.

The City understands and agrees that upon the expiration or termination of this Contract, the Contractor will cancel the license key or access code and the software will be disabled or removed.

Contractor recognizes and agrees that reports, data, diagrams and other results and outcomes from the City's use of the software and the information and data entered into the software by the City is retained by the City as its property.

- (c) For specifically commissioned development of intellectual technology: Subject to sub-paragraph (a), "Pre-existing Technology" below, the City will own all right, title and interest in and to any "work" that is specifically commissioned for development under this Contract. Subject to the ownership rights in the preceding sentence and in the pre-existing technology paragraph below, the Contractor will retain property rights to all "know-how", data processing techniques, software documentation, diagrams, specifications, schematics or blueprints developed by the Contractor. The Contractor grants the City a perpetual, non-exclusive, non-transferable license to use any of the foregoing for its internal purposes.

(i) Pre-existing Technology: Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing, intellectual property, other than any limited right explicitly granted in this Contract.

(ii) Data-Ownership: The City is the sole owner of all information, data, algorithms, policies or programs used by the Contractor in designing, developing and producing the "Work" that is the subject of this Contract.

(iii) Further Assurances: Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated in this Contract.

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance, that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: [http://www.ci.minneapolis.mn.us/procurement/docs/equal\\_benefits\\_ordinance.pdf](http://www.ci.minneapolis.mn.us/procurement/docs/equal_benefits_ordinance.pdf). It is the Contractor’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

26 Small & Underutilized Business Program (SUBP) Requirements

Contractor must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project in excess of one hundred thousand dollars (\$100,000) and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Should the contractor find an opportunity to contract with other business concerns to complete portions of the task solicited, we ask that they would entertain contracts with businesses owned by women or minority persons.

## **Grants: City of Minneapolis Special Conditions for Grant Contracts**

### **A. Conduct:**

**Prohibited Activity** - The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or maintenance of effort. Program participants may not be placed into or remain working in any position that is affected by a labor dispute.

**Religious Organization** - The Contractor agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests.

**Conflict of Interest** - The Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Contractor further agrees that in the performance of this contract no person having such an interest shall be employed by the Contractor hereunder. Such individuals or parties shall include but not be limited to: a) members of or delegates to the Congress of the United States of America, resident commissioners or other federal representatives, b) officers, members, employees of the State and members of its governing body, c) officers, members, employees of the City, and members of its governing body.

### **B. Materials Produced by Contractor:**

**Grantor Recognition** - The Contractor shall insure recognition of the role of the Grantor Agency in providing services through this contract. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**Progress** - The Contractor shall submit reports to the City in the form, content, and frequency as required by the City.

**Plain Language Law** - The Contractor shall comply with provisions of the Plain Language Law requiring written material produced for applicants and recipients to be understandable to a person who reads at the seventh grade level (Minnesota Statutes, Section 268-0124, 1988).

### **C. Employment Restrictions:**

**Notifications** - The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to labor infringement, the Occupational Safety and Health Act of 1973, and the Minnesota Right to Know Act, is made available to Contractor's labor unions or worker's representatives.

**Infringement** - Program participants may not impair existing contracts for services or collective bargaining agreements nor displace currently employed workers, including no reduction in non-overtime, wages or benefits. Participants will not replace laid off employees nor infringe on other employees' promotional opportunities.

**OSHA** - Where participants are engaged in activities not covered under the Minnesota Occupational Safety and Health Act of 1973, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

**Right to Know** - Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. The Contractor will comply with the Minnesota Right to Know Act.

### **D. Financial and Administrative:**

**Audit** - The Contractor agrees to follow the City's audit policy. This includes a requirement for an annual financial audit for Contractors receiving in excess of \$50,000 annually from City contracts. The Contractor shall submit two copies of each completed audit report and the management letter (if applicable) to the City Finance Department. Any deficiencies noted in such audit reports or audit/monitoring reports issued by the City or their designees must be fully cleared by the Contractor within a reasonable time period after a request has been received from the City. Failure of the Contractor to comply with the provisions of this paragraph will constitute a violation of this contract and may result in the withholding of future payments. This clause does not apply for individual proprietors.

**Budgets** - When requested, the Contractor will submit a contract budget of a form and content prescribed by the City

for approval by the City. The City and the Contractor may agree to revise such budget from time to time in accordance with City policies concerning budgets.

**Program Income** - The Contractor is encouraged to earn interest on cash balances and shall report all income from funds made available under this contract whether from interest, return of principal, sale of property, or other sources. The Contractor may utilize such income during the contract period to further activities permitted under this contract and shall consider such income balances when requesting additional funds. All unspent balances shall be returned to the City at the end of the contract period.

**Close-outs** - The Contractor's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

**Excess Revenues** - Contractor revenues directly earned from this contract (i.e., user fees, royalties, etc.) that are in excess in compensation under this contract are to be treated as program income. Such income may be used to underwrite additional services provided that these services are consistent with the purposes of the program that generated them and are in conformance with the conditions stated herein. The Contractor must report such income to the City and maintain records accounting for its use for possible audit. Such income not used during the "time of performance" of this contract is to be returned to the City.

**Indirect Costs** - If indirect costs are charged, the Contractor will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such plan to the City for approval.

**Payments** - The City will pay to the Contractor funds available under this contract based upon information submitted by the Contractor and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance fund and program income balances available in Contractor accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Contractor. The Contractor understands that payment will not be available for costs claimed by the Contractor on any other contract for substantially the same service, material, equipment and/or outcome. The Contractor agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

**Compliance** - The Contractor shall comply with current City policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

#### **E. Non-Discrimination:**

**EEO/AA Statement** - The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action Employer.

**Holdback** - If there is probable cause to believe the Contractor is in non-compliance with the nondiscrimination clauses of this contract or with any applicable rules or regulations, the City shall withhold up to fifteen percent of said contract funds until such time as the Contractor is found to be in compliance or is otherwise adjudicated to be in compliance.

#### **F. Records:**

**Client Data** - The Contractor shall maintain client data demonstrating client eligibility. Such data shall include but not be limited to client name, address, income level or other basis for determining eligibility, and a description of the service provided. Such information shall be made available to City monitors for review upon request.

**Access to Records** - The Contractor shall furnish and require all subcontractors to furnish all information and reports required hereunder and by the rules and regulations of the City, and will permit access to its books, records and accounts for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### **G. Subcontracting:**

**Subcontract Provisions** - The Contractor will provide notice to each subcontractor of the provisions in this contract entitled Non-Discrimination in every subcontract or purchase order pertaining to this contract specifically or by reference.

**Approvals** - The Contractor shall not enter into any subcontract agreements with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such subcontract agreement.

**Monitoring** - The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Upon request by the City, the results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

**Content** - The Contractor shall cause a copy of this contract in its entirety to be provided to all subcontractors for any subcontract agreement executed in the performance of this Contract.

**Selection Process** - The Contractor shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts along with documentation concerning the selection process shall be forwarded to the City upon request.

## **Part III - Special Conditions for Federal and State Grant Funds**

### **I. General Compliance:**

The Contractor agrees to comply with the requirements of all applicable Federal and State regulations and policies issued pursuant to grant funds in this contract. The Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

### **II. Administrative Restrictions**

**A. Fees.** The Contractor is prohibited from charging an enrolled individual a fee for referral or program services.

**B. Voter Registration.** If required by the City Contract Manager, the Contractor shall provide voter registration services for employees and program participants encountered in the performance of this contract. Non-partisan assistance shall be provided, including routinely asking employees and members of the public served if they would like to register to vote, providing them with a registration form, and assisting them in completing the form.

### **III. General Federal and State Requirements**

**A. Section 504 of the Rehabilitation Act of 1973, (29 USC 794,et. seq.).**

The Contractor agrees to comply with any federal regulations issued, which prohibits discrimination against the handicapped in any federally assisted program.

**B. Hatch Act.** The Contractor agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

**C. Endangered Species Act of 1973 (7 USC Section 136, 7 USC Section 460 et. seq.)** The Contractor agrees that no funds provided under this Contract shall be used so as to cause harm to threatened or endangered plants or animals.

**D. Fair Labor Standards Act of 1938, as amended (29 U.S.C. section 201 et.seq.).** The Contractor shall comply with the Fair Labor Standards Act and regulations promulgated there under.

**E. The Age Discrimination Act of 1975 (42 USC 6101), as amended,** which prohibits discrimination of age in programs or activities receiving federal financial assistance.

**F. The Americans with Disabilities Act of 1990 (42 USC 12101), as amended,** which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment.

**G. Title IX of the Education Amendments of 1972 (20 USC 1681-1688), as amended,** which prohibits discrimination on the basis of sex in educational programs.

**H. Title VI The Civil Rights Act of 1964 (42 USC 200d), as amended by the Equal Employment Opportunity Act of 1972** which prohibits discrimination on the bases of race, color and national origin, and applies to any program or activity receiving federal financial aid, and to all employers, including State and Local governments, public and private employment agencies, and labor organizations.

**I. Regulations –** The Contractor agrees to comply with the requirements, as applicable, of:

- Executive Order 12291 – Regulations
- Executive Order 12259 - Leadership and Coordination in Federal Housing Programs
- Executive Order 12612 - Federalism
- OMB Circular A-21 - Cost Principles for Educational Institutions.
- OMB Circular A-87 - Cost Principles for State, Local and Indian Tribal Governments.
- OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-110 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (for HUD-funded contracts, see 24 CFR Part 84)
- OMB Circular A-122 - Cost Principles for Nonprofit Organizations.
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations (for HUD-funded contracts, see 24 CFR Part 45)
- Title VI of the Civil Rights Act of 1964.
- Title VIII of the Civil Rights Act of 1968.
- USDHEW Oasc-5 - Cost Principles and Procedures for Establishing Indirect Cost and Other Rates for Grants and Contracts with the Dept. Of Health and Human Services.



- USDHEW Oasc-10 - Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.
- 31 CFR Part 205 – Treasury Department Regulations Implementing the Cash Management Improvement Act of 1990.
- 37 CFR Part 401 – Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.
- 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition.
- 29 CFR Part 37 – Implements Workforce Investment Act of 1998.

**J. Certification Regarding Lobbying.** Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- 1) **NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.**
- 2) **IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.**
- 3) **THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FOR: \_\_\_\_\_

**(Organization)**

**K. Certification Regarding Debarment.** Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VIII of the May 26 1988 Federal Register (pages 19160-19211).

- 1) **THE PROSPECTIVE PRIMARY PARTICIPANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT IT AND ITS PRINCIPALS:**

- 2) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
- 3) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE, OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OR EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY; ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE, OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH (1)(B) OF THIS CERTIFICATION; AND
- 4) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION/PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE, OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.\
- 5) WHERE THE PROSPECTIVE PRIMARY PARTICIPANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.
- 6) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN ALL SUBCONTRACT AWARDS PURSUANT TO THIS CONTRACT AND AGREES TO REQUIRE ANY SUCH SUBCONTRACTORS TO SIGN A DEBARMENT CERTIFICATION.

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**Name and Title of Authorized Representative**

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**Signature**

**L. Equal Employment Opportunity.** The Contractor agrees to comply with Executive Order 11246 "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41CFR 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

## **Part III - Special Conditions for Federal and State Grant Funds used for Construction Contracts**

### **A. Labor Standards**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, (regulations and wage rates as found at [http://www.hudclips.org/sub\\_nonhud/html/pdfforms/4010.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/4010.pdf) and <http://www.gpo.gov/davisbacon> are attached) the provisions of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276 C) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this part and shall make such documentation available to the City for review upon request.

### **B. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR, Part I. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

### **C. Environmental Conditions**

1) *Air and Water* – The Contractor agrees to comply with the following regulations insofar as they apply to the performance of this contract: 1) Clean Air Act, 42 U.S.C., 1857, et seq., 2) Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Sections 114 and 308, and all regulations and guidelines issued thereunder, 3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 5, as amended, 4) National Environmental Policy Act of 1969, and 5) HUD Environmental Review Procedures (24 CFR, Part 58).  
2) *Lead-Based Paint* – The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract may be subject to HUD Lead-Based Paint Regulations 24 CFR. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

### **D. Historic Preservation**

The Contractor agrees to comply with the historic preservation requirements set forth in Public Law 89-665 and the Archeological and Historic Preservation Act of 1974, Public Law 93-291, and Executive Order No. 11593, and the procedures set forth in 36 CFR Part 800, insofar as they apply to the performance of this contract.

## **Exhibit A- Standard Agreement Form Insurance**

The following are the insurance requirements for the Contractor. Please fill in a-d. Contractor shall **check one box under each insurance area and sign at the bottom**. Please note: **no changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

- a) 1. Worker's Compensation insurance that meets the statutory obligations.

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ MN Statute Chapter 176 does not apply because Contractor has no employees and will not have any during the life of the Contract.

2. Workers Compensation insurance for non-employees providing services under this Contract (i.e., subcontractors).  
**Contractors are assuming full Workers Compensation coverage for uninsured sub-contractors.**

☐ Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Contractor or separate coverage by non-employees).

☐ Non-employees such as subcontractors will not provide any services under this Contract.

- b) Commercial General Liability insurance. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Contractor assumes full responsibility for any and all damages that occur as a result of this Contract.

- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Contractor's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

☐ Contractor will not drive any automobiles while performing services under this Contract.

- d) Professional Liability Insurance providing coverage for the claims that arise from the errors of Contractor or its consultants, omissions of Contractor or its consultants, failure to render a professional service by Contractor or its consultants, or the negligent rendering of the professional service by Contractor or its consultants. The insurance policy must provide the protection stated for two years after completion of work.

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Contractors providing service under this Contract who do not carry professional liability insurance agree to assume full responsibility for any and all damages that occur as a result of Contractor's acts, errors or omissions.

Contractor Name (printed) \_\_\_\_\_

Contractor Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_